

**REQUEST FOR PROPOSAL**

**TCS #01-102**

**FEBRUARY 8, 2001**

TOBACCO CONTROL SECTION  
601 NORTH 7TH STREET, MS-555  
P.O. Box 942732  
SACRAMENTO, CA 94234-7320

[WWW.DHS.CA.GOV/TOBACCO](http://WWW.DHS.CA.GOV/TOBACCO)

**DEPARTMENT OF HEALTH SERVICES**

714/744 P STREET  
P.O. BOX 942732  
SACRAMENTO, CA 94234-7320  
(916) 327-5425



February 8, 2000

TO: Prospective Applicants

SUBJECT: Request for Proposal (RFP) # 01-102

Attached is the RFP # 01-102 entitled "Tobacco Industry Monitoring Evaluation (TIME)."

The RFP specifies eligibility criteria, submission requirements, and tentative timelines. Please read the RFP carefully. This is an open, competitive process and proposals must comply with all instructions in order to be considered for review. Proposals are due in to the California Department of Health Services, Tobacco Control Section (CDHS/TCS) office by, **no later than 5 p.m., on March 16, 2001**.

A copy of the TIME RFP and all required forms are also available online at the CDHS/TCS website: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco). In addition, the Policy Section of the CDHS/TCS *Competitive Grantees Administrative and Policy Manual* is available on the web-site to assist potential applicants in the preparation of their proposals.

If your organization is interested in submitting a proposal, it would be beneficial to attend the scheduled RFP Information Meeting. Please bring a copy of the TIME RFP with you to the meeting. Answers to questions about the RFP will **only** be provided at this meeting. Technical assistance regarding programmatic content **will not** be available at the meeting nor through phone calls.

**INFORMATION MEETING**

Wednesday, February 14, 2001

9 a.m. to 11 a.m.

California Department of Health Services

Lillian Gish Conference Room

611 N. 7<sup>th</sup> Street

Sacramento, CA 95814

(916) 327-5425

If anyone attending the Information Meeting requires special accommodations for the hearing impaired, please call Robin Maitino, at (916) 327-5428, by February 13, 2001.

[Original signed by Robin Shimizu for Dileep Bal]

Dileep G. Bal, M.D., Chief  
Cancer Control Branch

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## I. Introduction

### A. PURPOSE

Through this Request for Proposal (RFP), the California Department of Health Services, Tobacco Control Section (CDHS/TCS), is seeking a contractor to conduct the Tobacco Industry Monitoring Evaluation (TIME) during the period from June 1, 2001 through June 30, 2004. The purpose of this evaluation is to monitor tobacco industry activities in California and to provide CDHS/TCS and its tobacco control contracts with timely reports of significant changes in these activities so that the California Tobacco Control Program (CTCP) can respond quickly to counter the new developments. In addition to providing ongoing information of this kind, the contractor will coordinate with other CDHS/TCS contractors who, as part of their work, may also be gathering information about tobacco industry activities in California. The contractor will coordinate with other state agencies such as the Attorney's General Office, the agency responsible for monitoring compliance with the national tobacco Master Settlement Agreement (MSA) and taking action against those who violate the MSA and other tobacco control laws and regulations.

The results of TIME will be used by CDHS/TCS and others for planning purposes and for evaluation of the effects of the tobacco use prevention and education programs. It is essential that the efforts and intensity of the entities that are engaged in countering the efforts of the CTCP be accurately assessed in order for CDHS/TCS to better understand the context of program outcomes.

### B. BACKGROUND

Although an estimated 33,000 heart-disease deaths were prevented during the first nine years of voter-approved anti-smoking programs in California, 40,000 people continue to die yearly in the state from tobacco related diseases. Health related costs and loss of productivity due to these diseases costs the State's economy more than \$10 billion a year. In November 1988, California voters approved the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) which added a 25 cent tax to each pack of cigarettes and a proportional amount to other tobacco products sold in the state. These additional tobacco taxes were earmarked for tobacco-related research, health education and prevention, health care, and environmental conservation. Twenty percent of the added tobacco taxes were designated to support a comprehensive tobacco education and prevention campaign with two major goals: 1) protection of nonsmokers and children from environmental tobacco smoke, and 2) reduction of tobacco usage by adults and youth.

California Health and Safety Code Section 104375 mandates CDHS to conduct an evaluation to monitor the progress and effectiveness of the CTCP Program. As part of this evaluation, the TIME will attempt to identify, quantify, and strategically analyze the activities employed by the tobacco industry to maintain and further promote the use of tobacco products in California, so that CTCP may: 1) understand the contextual environment in which program outcomes are to be judged, and 2) respond quickly to counter new developments.

### C. CALIFORNIA'S TOBACCO CONTROL PROGRAM

The scope of the health education campaign launched by CDHS/TCS is addressed in the Health and Safety Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize CDHS/TCS to fund a variety of innovative approaches to reduce tobacco use. These approaches include funding for local health departments, competitively selected community

agencies, a statewide media campaign, and an extensive evaluation of the entire tobacco control program. The following is a short description of these programs:

**Local Health Departments:** All of California's 58 counties and 3 city health departments are funded as "Local Lead Agencies" (LLAs). Considered the lead tobacco control agency at the local level, each LLA is funded to implement comprehensive programs in their area. The LLAs involve community coalitions in developing strategic community actions to combat tobacco use in their jurisdiction and conduct a wide range of education, information, policy, prevention, and cessation activities.

**Community Based Grants:** Approximately 100 community-based agencies are funded to implement programs designed to reach local ethnic populations, youth in the community, or other specified groups. Many others focus on topic areas, such as chew/dip tobacco, cigars, tobacco sponsorship, or tobacco advertising. These projects use innovative strategies to reach their respective target populations and to address their specific issues.

**Regional Community Linkage Projects:** Eleven Regional Community Linkage Projects throughout California are funded to coordinate resources, training, media advocacy, and policy activities with the LLAs, competitive contractors, and many volunteers in the region. The Regional projects maintain an active multi-community coalition to identify and address tobacco issues pertinent to their geographic area and to support other CDHS/TCS funded projects within their region.

**Statewide Grants:** CDHS/TCS funds several statewide grants to address a particular issue or to provide technical assistance to other funded projects. Initially, projects such as the Tobacco Education Clearinghouse of California, the California Smokers' Helpline and the California Smoke-free Bar Program provided statewide technical assistance and services to CDHS/TCS funded projects. In July 1999, six additional statewide grants were awarded to create projects with a broad statewide impact to improve local tobacco control programs' effectiveness. These statewide projects are: 1) education outreach to key opinion leaders, 2) education outreach to entertainment industry decision makers, 3) education outreach to organized labor, 4) analyzing tobacco industry marketing practices and relationships, 5) legal technical assistance, and 6) local marketing and public relations assistance.

**Statewide Media Campaign:** Probably the most visible of all of CDHS/TCS's programs, the statewide media campaign consists of both advertising and public relations campaigns, including linguistically and culturally relevant ethnic-specific campaigns. The statewide media campaign utilizes hard-hitting paid advertising and public service announcements (television (TV), radio, billboards, transit, and print) with thought provoking messages to effectively communicate the dangers of tobacco use, secondhand smoke, and the tobacco industry's manipulative marketing ploys, throughout California's ethnically diverse communities. The public relations portion of the statewide media campaign includes communication planning and implementation, media relations and advocacy, technical assistance to local programs, grassroots coalition building, promotional event development, news conference coordination, media alerts and press releases, and branding and image development.

**Data Analysis and Evaluation:** This component of the tobacco control effort tracks adult and youth tobacco use prevalence by conducting year-round telephone surveys. These surveys also provide information about public opinion and knowledge related to tobacco use, which enables the other tobacco control components to more appropriately target their education and media outreach. Additionally, both in-house and independent evaluations of all tobacco control components are conducted to monitor progress toward reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use.

**TCS Program Priorities:** CDHS/TCS tobacco control efforts focus on the following priority areas:

**Counter Pro-Tobacco Influences in the Community.** Eliminating tobacco industry influence in local communities is a high priority for California's tobacco control programs. The tobacco industry spends massive amounts of money on slick advertising and promotional campaigns, which mislead the public regarding the addictiveness and negative health effects of tobacco. Tobacco companies strategically target specific community events, such as rodeos, festivals, concerts, and American Indian pow-wows, to create the perception that tobacco is a vital and even necessary part of community life.

Tobacco control strategies in this priority area include: developing interventions to weed out the harmful tobacco industry presence in our communities; tracking and reporting industry violations of the provisions of the MSA; enacting local policies to reduce exposure to tobacco advertising, and promotions; creating alternative sponsorship opportunities; and, countering efforts to block or weaken regulation of tobacco or policies already in place. In addition, because of the increase in smoking among young adults (18 to 24 year olds), strategies are needed to impact this population with interventions to counter tobacco industry tactics that position tobacco use as "edgy" and "cool."

**Reduce Exposure to Secondhand Smoke and Increase the Number of Smoke-Free Public Spaces, Worksites, Schools, and Communities.** The tobacco control literature shows that where there are strong policies that protect people from the effects of secondhand smoke, there is a drop in smoking prevalence. This cause and effect relationship has been substantiated on a large scale by the California experience.

In 1994, the State Legislature enacted the Smoke-Free Workplace Act, Assembly Bill (AB) 13 (Labor Code Section 6404.5). This law prohibited smoking in most enclosed worksites with limited exemptions. January 1, 1998, ushered in the second phase of Labor Code 6404.5, which extended the no smoking policy to bars, taverns, and gaming clubs. Consistent education and enforcement has been and will continue to be critical to the success of Labor Code 6404.5. Protecting California workers and the public from the effects of secondhand smoke and helping large numbers of smokers to get the environmental support they need to quit smoking remains a high priority with TCS.

Additionally, addressing workplaces not covered through AB 13, such as on American Indian lands in California, remains an important area of focus. Several American Indian-owned businesses, including casinos, are beginning to take hold of the idea to institute smoke-free policies, but much work still remains.

Confirming the importance of reducing exposure to secondhand smoke, a 1997 California Environmental Protection Agency report, "Health Effects of Exposure to Environmental Tobacco Smoke (ETS)," provided overwhelming evidence that ETS exposure is causally associated with developmental, respiratory, carcinogenic, and cardiovascular health effects, including fatal outcomes such as, Sudden Infant Death Syndrome, and heart disease mortality, as well as, serious chronic diseases such as childhood asthma.

**Reduce Availability of Tobacco Products.** Overall, California has seen a significant drop in the rates of illegal tobacco sales, down from 52.1 percent in 1994 to 13.1 percent in 1998. However, the rate increased in 1999 to 16.9 percent, indicating that a problem still exists. In addition, nearly 50 percent of young people continue to report that they have no problem obtaining tobacco.

From a strictly fiscal perspective, reducing the availability of tobacco products is afforded a lesser priority than countering pro-tobacco influences and reducing exposure to secondhand smoke. However, efforts to prevent youth access to tobacco, such as the Stop Tobacco Access to Kids Enforcement (STAKE) Act (Division 8.5, Business and Professions Code, Sections 22950-22961), and the enforcement of Penal Code Section 308(a), along with tobacco retailer licensing, and tobacco self-service display policies must continue at a level that maintains California's compliance with the federal and state laws requiring an illegal tobacco sales rate of less than 20 percent.

**Increase Availability of Cessation Services.** Smoking cessation is a complex, often extended process. It starts with an individual contemplating the decision to quit and proceeds to, in most cases, several repeated quit attempts until they are successful. As social norms shift away from the acceptability of smoking, they influence the level of motivation to quit across the entire population of smokers, and motivate more smokers to quit on their own. In this context, cessation is the outcome rather than the intervention. While recognizing that in California, 90 percent of former smokers report quitting on their own without cessation services, CDHS/TCS does fund some direct cessation programs. Free tobacco cessation assistance is available for adults and teens from the California Smokers' Helpline. In addition, smoking cessation counseling is available in English, Spanish, Vietnamese, Korean, Mandarin, and Chinese. Most health departments also provide direct cessation services at no cost or for a nominal fee.

Also, CDHS/TCS funds several competitive grants to approach cessation through a systems approach. This includes working with pharmacies, health maintenance organizations and healthcare providers to improve their capacity to offer culturally and linguistically appropriate cessation services. Additionally, the statewide public relations campaign released a communication outreach kit for use by contractors to promote quitting through the media, newsletter, promotional events, etc.

## **II. General Information**

### **A. WHO MAY APPLY**

1. Any public or private corporation capable of conducting evaluations of this type and magnitude are eligible to apply for these funds.
2. Applicants may apply for these funds as a single agency or as a consortium of agencies. The consortium proposal is to consist of a prime contractor responsible for overall administration, coordination of the project, and one or more subcontractors.
3. Applicants may propose to use subcontractors to evaluate different program components.
4. Any agency, with the exception of universities and colleges, that receives funding from, or has an affiliation, or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract, is not eligible for funding under this RFP. Agency certification to this effect is required on Attachment 7. See Appendix A for a partial list of tobacco company subsidiaries.

With regard to universities and colleges, any Principal Investigator who within the last five years from the start date of the contract period, or during the term of the contract, receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company, is not eligible for funding under this RFP. The Principal Investigator's certification to this effect is required on Attachment 7.

5. For applicants claiming private non-profit status, either certification from the State of California, Office of Secretary of State, or a letter from the Department of the Treasury, Internal Revenue Service, classifying the applicant's administrative agency as a private non-profit must be included with the submission of the proposal (See sample Appendix K and L).

### **B. CONTRACT PERIOD AND FUNDING LEVELS**

1. A maximum of \$1 million is estimated to be available for this RFP. A contract will be awarded for a thirty-seven (37) month period beginning June 1, 2001 and ending June 30, 2004. Proposals submitted must include a contract period for the entire 37 months.
2. CDHS/TCS reserves the right to fund none of the proposals submitted in response to this RFP.
3. Funding for this contract is dependent upon the availability of revenues from the Cigarette and Tobacco Surtax Fund and future legislative appropriations. If there are changes in the legislative mandates, court action, or other administrative changes affecting the project, the Scope of Work shall be changed to comply with these actions. The contract may be terminated by CDHS/TCS upon a 30 day notice to the prime contractor.

### C. RFP INFORMATION MEETING

An information meeting is scheduled for the purpose of reviewing the RFP requirements and for answering questions directly related to the RFP requirements. All costs incurred by individuals attending the information meeting are the sole responsibility of these individuals and will not be reimbursed by CDHS/TCS. The meeting is scheduled as follows:

**February 14, 2001  
Continental Plaza  
Lilian Gish Room  
611 North 7th Street  
Sacramento, CA 95814  
9 a.m. to 11 a.m.**

***NOTE: All attendees must check-in at the security guard station at 611 North 7<sup>th</sup> Street.***

### D. PROPOSAL SUBMISSION REQUIREMENTS

#### 1. Letter of intent

For the purpose of planning the RFP review process, all prospective proposers are to submit a letter notifying CDHS/TCS of the intent to submit a proposal. This letter is not binding, and proposers may elect not to submit a proposal. **One (1) signed letter of intent must be received by 5 p.m. on February 21, 2001.** The letter of intent must be submitted on the proposer's letterhead, signed by an officer of the board, or their agent, and state the following: the name and number of the RFP under which the proposal will be submitted, and the estimated cost proposal amount to be requested.

Send the letter of intent to:

E-mail documents will not be accepted. Mail or fax the letter to:

**California Tobacco Section  
ATTN: Ken O'Neil  
California Department of Health Services  
P.O. Box 942732, MS #555  
Sacramento, CA 94234-7320  
FAX # (916) 327-5424**

Clearly indicate on the outside of the mailing envelope or the FAX transmittal sheet, "Tobacco Industry Monitoring Evaluation, RFP # 01-102."

#### 2. Proposal Submission

**NOTE: All proposers agree in submitting a proposal that CDHS/TCS is authorized to verify any and all claimed information. All proposals received by CDHS/TCS are subject to the provisions of the "California Public Records Act" (Government Code Section 6250 et seq.) and are not considered confidential after completion of the selection process.**

Submit one (1) signed original (clearly marked "original") and six (6) copies of the entire proposal. **Proposals and all required copies must be received by 5 p.m. on March 16, 2001, at CDHS/TCS.**

- **FAX copies will not be accepted.** It is the sole responsibility of the applicant to ensure that CDHS/TCS receives the required number of copies of the proposal by the above deadline.
- A late or an incomplete proposal will be considered non-responsive and will not be reviewed for funding.
- No changes, modification, corrections, or additions may be made to the proposal once it is received.
- Postmarks will not be accepted as proof of timely delivery.

Deliver completed proposals to CDHS/TCS:

U.S. Postal Service (USPS) Delivery Address: If you submit a proposal through USPS, either regular or priority mail, send the package to the following address. **Private shipping companies DO NOT deliver to this address.**

Tobacco Control Section  
ATTN: Diane Hightree  
California Department of Health Services  
P.O. Box 942732, MS #555  
Sacramento, CA 94234-7320  
"Tobacco Industry Monitoring Evaluation," RFP #01-102

Hand Delivery or Private Shipping Company Address: If you deliver in person or submit a proposal using a private shipping company (e.g., UPS or FedEx) use the street address below. **The U.S. Postal Service WILL NOT deliver ANY mail to the street address, including priority mail.**

Tobacco Control Section  
ATTN: Diane Hightree  
California Department of Health Services  
601 North 7th Street, MS 555  
Sacramento, CA 95814  
"Tobacco Industry Monitoring Evaluation," RFP #01-102

\*\*\* For directions to CDHS/TCS, please visit: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco). \*\*\*

## E. REVIEW PROCESS

### 1. Review for Completeness and Compliance with RFP Requirements

Proposals will be date and time stamped upon receipt. Each proposal **received by CDHS/TCS by 5 p.m., on March 16, 2001**, will be reviewed for completeness and compliance with the information and instructions provided in this document. Proposals that do not comply with the requirements will be considered non-responsive and excluded from the review. Omission of any required document or form, failure to use the required format for response, or failure to respond to any requirement may lead to the rejection of the proposal prior to peer review. CDHS/TCS reserves the right to waive any deviations it considers to be immaterial.

## 2. Review Scoring and Funding Consideration

### a. Technical Proposal Scoring

Proposals will be evaluated by a committee assembled by CDHS/TCS. The Committee may include representatives of LLAs, California Attorney's General Office staff, and survey research experts.

Technical proposals will be scored on a scale of 0 to 140 points. The maximum point value of each section is as follows:

(1)	Agency Qualifications and Experience	40 points
(2)	Project Narrative Description	50 points
(3)	Scope of Work	30 points
(4)	Cost Proposal and Justification	<u>20 points</u>
		<b>140 points</b>

To advance to the Cost Proposal scoring stage to be considered for funding, proposals must have a minimum technical proposal total score of 105 points.

### b. Adjustments to Score Calculations

Technical proposals that earn a score of 105 points or more, of the 140 points possible, will advance to the Cost Proposal scoring stage. The "Cost Proposal" is the total amount bid or requested by the proposer.

### c. Cost Proposal Scoring

The lowest cost proposal shall earn 20 points. The remaining cost proposals shall earn cost proposal points by applying the following formula:

$$\frac{\text{Lowest Proposal Amount}}{\text{Other Proposal Amounts}} = \frac{\quad}{\quad} \times 20 \text{ points} = \text{Cost Score}$$

### d. Final Score Calculations

The points for the cost proposal will be combined with the points for the technical proposal. A proposal may earn a maximum of 160 points.

Possible points:

Technical Proposal	140 points
<u>Cost Proposal</u>	<u>20 points</u>
Total	<b>160 points</b>

### e. Optional Oral Interviews

CDHS/TCS reserves the right, at its sole discretion, to conduct oral interviews with the top ranking applicants to establish the capability of the applicant. If CDHS/TCS decides to conduct oral interviews, scoring criteria and instruction will be sent under separate cover to the qualifying applicants.

### 3. Final Award Process

The contract will be awarded to the proposal with the highest combined score. In the event that CDHS/TCS is unable to execute a contract with the initial successful agency, CDHS reserves the right to select the next proposal that most closely meets the requirements specified in this RFP.

### F. APPEAL PROCESS

Only those agencies that submit a proposal consistent with the requirements of this RFP and are not selected may appeal. There is NO appeal process for proposals that are submitted late, non-compliant or are incomplete. Proposers may not appeal their funding level. Letters appealing the final proposal selection must be **received no later than 5 p.m. on April 20, 2001, at the address indicated below.** (FAX copies are acceptable. E-mail letters are not acceptable.) Appeals shall be limited to the grounds that CDHS/TCS failed to correctly apply the standards for reviewing your proposal in accordance with RFP. The appellant must file a written appeal, which includes the issue(s) in dispute, the legal authority or other basis for the appellant's position, and the remedy sought.

Appeals must be addressed to:  
Donald O. Lyman, M.D., Chief  
Division of Chronic Disease and Injury Control  
California Department of Health Services  
601 North 7th Street, MS 504  
P.O. Box 942732  
Sacramento, CA 94234-7320  
Fax number: (916) 327-5424  
Appeal RFP# 01-102

At his sole discretion, the Chief of the Division of Chronic Disease and Injury Control, or his designee, may hold an appeal hearing with each appellant. A decision will be made, either based on the combination of the written appeal letter, and the evidence presented at the hearing, or based on the written appeal letter if no hearing is conducted. The decision of the Chief of the Division of Chronic Disease and Injury Control, or his designee shall be final. There is no further administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within 15 working days of their hearing date, or the consideration of the written appeal letter, if no hearing is conducted.

### G. TENTATIVE TIMELINE

February 8, 2001	Release of RFP
February 14, 2001	Information Meeting: Sacramento
February 21, 2001	Letters of Intent due by 5 p.m.
March 16, 2001	Proposals due by 5 p.m.
April 6, 2001	Award Decision Posted
April 20, 2001	Appeal Deadline
June 1, 2001	Contract period begins
June 30, 2004	Contract period ends

### III. ADMINISTRATIVE AND PROGRAM EXPECTATIONS

Agencies applying for these funds must have the administrative ability to manage state grant funds and the technical expertise to successfully implement the proposed project activities. It is the experience of CDHS/TCS that some applicants are unfamiliar with state procedures, requirements, and expectations. The following information is provided in order that the prospective applicants might assess their ability to enter into a binding grant agreement with CDHS/TCS.

1. Contractors (funded agencies) are to expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns need to be made, the contractor must request a Budget revision or a contract amendment depending on the level of activity of what in the Budget needs to be changed. It is up to the discretion of CDHS/TCS whether or not to approve the requested Budget revision or grant amendment.
2. Contractors are reimbursed in arrears for actual expenses, which means the agency or individual incurs expenses and is then reimbursed by CDHS/TCS. The contractor submits a monthly invoice for expenses incurred in the previous 30 days and then the State has up to 30 days to pay certified small businesses and up to 45 days to pay others. This means that the contractor must be able to cover at least 45 to 60 days worth of project payroll, indirect, and operating expenses prior to reimbursement by the State. Additionally, contractors are to submit invoices to CDHS/TCS in a timely manner to ensure: 1) prompt payment of expenses, and 2) cash flow maintenance.
3. Contractors are expected to contact CDHS/TCS if they are having difficulties implementing the Scope of Work or need to make changes in the approved activities. The agency must be aware that it is legally bound to deliver the services as stated in the Scope of Work. This includes surveying the number of stores identified, surveying the sample size, developing the identified survey instruments, etc. If changes need to be made in the Scope of Work, the contractor must contact CDHS/TCS to discuss the issue and request a Scope of Work revision or contract amendment. It is at the discretion of CDHS/TCS whether or not to approve the request. If grant deliverables, including Progress Reports, are not completed satisfactorily, CDHS/TCS has the authority to withhold and/or recover payment of funds.
4. Contractors are expected to refer to and comply with the Competitive Grantee Administrative and Policy Manual. This manual is referenced in the contract and, as such, is a contract document. The manual will be made available to successful applicants.
5. Contractors are to be knowledgeable of standard payroll practices including State and Federal tax withholding requirements.
6. Contractors are to maintain accounting records that reflect actual expenditures including, but not limited to: accounting books, ledgers, documents; payroll records, including signed timesheets, etc., following standard accounting procedures and practices that properly reflect all direct and indirect expenses related to this contract. These records shall be kept and made available for three (3) years from the date of the final contract payment.

7. Contractors are to obtain an annual single organization-wide financial and compliance audit. CDHS/TCS will reimburse the grantee for its proportionate share of the audit expense.
8. Contractors are required to obtain prior approval from CDHS/TCS before they are reimbursed for any purchase order, subcontract, or consultant agreement costing \$5,000 or more. Three (3) competitive bids ARE REQUIRED as well as other documentation of the bid process. This information, along with the proposed subcontract or consultant agreement, must be submitted to CDHS/TCS for approval prior to reimbursement of such expenses.
9. Contractors are to have a procedure designating a person within their agency or organization that may sign payroll time sheets, requisitions, and invoices.
10. Contractors are to maintain accurate records regarding project implementation which document the number of tobacco industry sponsored events, the number of point-of-sale stores surveyed, and the number of other activities conducted, etc. It is expected that these documentation records may include, but will not be limited to, logs, sign-in sheets, meeting minutes, survey and evaluation data, and the types of data collection instruments used. It is recommended that the contractor set up documentation files indexed by *objective* or *major activities*. Documents should be filed in the objective-specific file as activities are completed.
11. Contractors are to have adequate personnel to insure timely submission of accurate invoices, and maintain the fiscal integrity of the grant.
12. Contractors and all subcontractors should be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed, under a contract funded from this RFP, whether published or unpublished. Sample boilerplate language required of any contract funded by CDHS/TCS will be posted at the CDHS/TCS web-site: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco). If successful in your RFP, you must review the "Copyright and Ownership of Materials" language at the CDHS/TCS website: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco). **Changes to this language will not be negotiated at any time during the RFP award process.**
13. Contractors are to be aware that travel and per diem rates must not exceed those amounts paid to State non-represented employees. Additionally, out-of-state travel is not reimbursable without prior written approval by CDHS/TCS. Refer to Appendix E.
14. Contractors are expected to hire program and fiscal/administrative staff with the appropriate training and experience to fulfill all program grant related deliverables, as well as to fulfill payroll, accounting, and administrative procedures.
15. Contractors are to be aware that CDHS/TCS may withhold payment of invoices for lack of documented and/or timely progress, as well as any apparent non-compliance with contract requirements.

## IV. STATEMENT OF WORK

### A. Core Project Components and Work Requirements

The TIME shall assess tobacco industry activities, including culturally-specific activities, that promote, or suggest approval of tobacco use by tracking and analyzing the following tobacco industry sales, advertising, promotional, and public relations modalities:

1. **Newspaper:** determine frequency, concentration, and characteristics of tobacco advertising and promotion in selected California newspapers; compare to national tobacco advertising efforts.
2. **Sponsorship:** identify the number, type, and characteristics of cultural, entertainment, and sports events sponsored by the tobacco industry statewide (e.g., bar/club tobacco nights or activities).
3. **Direct Mail:** identify the extent and nature of direct mail (e.g., catalogue merchandising) tobacco marketing, and promotional activities statewide.
4. **Point of Sale & Storefront Advertising:** determine the extent of in-store point-of-sale tobacco advertising and tobacco storefront advertising statewide.
5. **Tobacco Retailer Education Programs:** determine the extent of tobacco industry sponsored retail education programs statewide and conduct an analysis of their content and impact.
6. **Tobacco Industry Youth Tobacco Use Prevention Efforts:** determine the extent of tobacco industry sponsored youth tobacco use prevention efforts statewide, including: advertising, financial support to schools and youth groups, and provision of resources, such as book covers or curricula to schools and youth groups.
7. **Websites:** monitor tobacco corporate web-sites to determine new corporate donation and marketing campaigns.
8. **Tobacco Master Settlement Agreement (MSA):** track and monitor violations of the MSA by tobacco companies in California and the penalties assessed against tobacco companies.
9. **Targeted Marketing:** determine which tobacco companies use marketing activities (billboard and print advertising, event sponsorship and direct mail) which appear to be directed at specific youth, gender, and ethnic groups in California .
10. **Tobacco Marketing Themes:** identify the major themes found in tobacco advertising and promotions in California.
11. **Tobacco Use and Brand Placement in Movies and TV Programs:** report and update current knowledge of tobacco use and brand placement in movies and TV programs based on secondary sources.
12. **Political Campaign Contributions:** develop a plan for tracking of tobacco industry campaign contributions to local and state politicians in California.

13. **Tobacco Industry Marketing and Promotional Activities Outside of California:** using available information from other state and national organizations, report and update current knowledge of industry activities in other states and the rest of the nation for comparison with activities in California.
14. **Tobacco Advertising and Promotions Impact:**
  - a. Analyze and assess the relation between CDHS/TCS program activities and levels of tobacco advertising and promotions in California.
  - b. Assess the impact of tobacco industry advertising and promotional efforts on the California Tobacco Control Program, overall and on specific efforts, such as implementation of smoke-free bars, and also track tobacco industry campaigns, legislative initiatives, or lawsuits that undermine California tobacco control efforts.
  - c. Estimate the expenditures of the tobacco industry on advertising and promotions in California. Continue to collect and review tobacco corporate donations.

**B. Coordination/Collaboration**

1. The project is to coordinate its work and collaborate with other CDHS/TCS contractors that are addressing tobacco industry advertising and promotions.
2. The project is to collaborate with the Attorney's General Office, Tobacco Litigation Unit, and provide documentation of probable violations of the Tobacco MSA and/or other state tobacco control laws for their follow-up. This project is to participate in the Project SMART Money and Point-of-Sale Practices workgroups.
3. The project should provide technical assistance to CDHS/TCS contractors regarding tobacco advertising and promotion data collection methods, and findings addressing tobacco advertising and marketing issues.

**C. Rapid Information Dissemination**

1. Implement a mechanism to alert CDHS/TCS contractors in the field in a timely manner of tobacco industry practices of interest.

**D. Reports and Deliverables**

A plan for the development and delivery of products shall be described in the proposal. It is the intent of CDHS/TCS that the efforts by the contractor will result in products that have great utility to users. Therefore, the data collected, and the products under this survey contract, will not be proprietary information to the contractor. They will belong to the State for public use. The proposal should describe the plan for preparation of the deliverables, the contents, and the timetable of the deliverables. The minimum requirements of the contract for deliverables of the contract are as follows:

1. **Data Set and Technical Documentation:** The contractor will be required to deliver to the CDHS/TCS all documentation, data collection instruments, data collection protocols, and technical reports, in a format which can be readily used and understood by researchers and persons with statistical expertise for analyses and evaluation purposes. The documentation and technical reports must be delivered to CDHS/TCS as the final deliverable. The bidder must expressly promise not to release any data publically or in

response to subpoenas or legal disclosure until all deliverables are accepted by CDHS/TCS as satisfactory.

2. Public Access to the database(s): It is the intent of CDHS/TCS that the database(s) produced by this contract be readily available and used not only by CDHS/TCS but also other researchers for analyses and scholarly research. It is the intent of CDHS/TCS that the data set, documentation, and technical report, become available to researchers when it is accepted by the CDHS/TCS.
3. Progress reports:
  - a. The contractor will forward a cumulative file of collected data to CDHS/TCS every two months and whenever information critical to the program is collected.
  - b. The contractor will submit biannual written progress reports describing the progress made in completing the work and meeting the established timelines so that CDHS/TCS can monitor the performance of the contract.

#### **E. Data Collection and Preparation**

1. The proposal must adequately describe the following:
  - a. the instruments to collect the data,
    - 1) Work

For data collection regarding items for which there are no previous development instruments – instruments will be pilot tested for validity and reliability,
    - 2) Data Collection

Data collection instruments and protocols are to be consistent with data collection instruments and protocols previously used to ensure comparability of data for previous years. Data collection instruments are available at: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco).
  - b. how data will be collected,
  - c. the locations where data will be collected,
  - d. how the data will be measured,
  - e. how the data samples will be selected, and their size,
  - f. the type and frequency of analyses conducted, and
  - g. how the results of the proposal will be disseminated.

## V. PROPOSAL DEVELOPMENT

### A. GENERAL INSTRUCTIONS

1. **READ ALL INSTRUCTIONS CAREFULLY.** Be sure to include all of the information required in the RFP, including all attachments and copies. Re-check the proposal to ensure completeness.
2. **DO NOT ASSUME THAT:**
  - a. The reviewer has prior knowledge of the past history of the applicant agencies previous surveys, or other related activities conducted by the agency.
  - b. The reviewer understands why the proposed design and plan are appropriate.

The responsibility is on the proposer to demonstrate: (1) an understanding of the RFP requirements, (2) the services to be delivered and methods used, and (3) the ability to design and carry out the work in an effective manner that is reasonably budgeted in time and money.
3. **DO NOT PROVIDE ANY MATERIALS THAT ARE NOT REQUESTED.**

Any materials submitted that are not requested by this RFP will be discarded prior to the proposal review, including pages that exceed the maximum number specified.
4. Number each page of the proposal consecutively in the lower right corner of the page.
5. The type font size is to be no less than 12 characters per inch.
6. Folders and binders are not necessary and will be discarded as part of the intake process; securely staple the proposal in the upper left corner.
7. The Proposal Cover sheet, Attachment 1, requires a signature by the person authorized to bind the proposer's administrative agency. **Allow for time to obtain this required signature.**
8. Clearly indicate **RFP #01-102** on the outside of the mailing envelope.
9. Do not wait until the last minute to submit your proposal! Many well-prepared proposals have not been reviewed for funding due to late submission.

### B. SECTION REQUIREMENTS

The requirements and instructions for preparing and assembling your proposal documents are as follows: Answer all questions fully, as the responses to RFP requirements and instructions will be used in the review and scoring of the proposing agency's proposal. All information must be assembled in the order that follows:

#### 1. **Proposal Cover Sheet** (Attachment 1)

- Item 1: Enter the legal name of the proposer's agency. Enter the mailing address, which will appear on any subsequent agreement. Enter the name of the county

in which the proposing agency's headquarters is located. Enter the name of the primary person to be contacted regarding this proposal and the phone number, fax number, and email address. Enter federal identification number of the proposer's agency.

Item 2: The term of the contract is **June 1, 2001 through June 30, 2004**.

Item 3: Enter the cost proposal amount requested for the entire contract term.

Item 4: The official authorizing the proposed agency's must sign and date the certification statement provided. Also type the name and title of this official.

2. **Abstract** (No attachment, **one page limit**)

The abstract is to be a one page summary of the agency's proposal. The purpose of the abstract is to give the reader a concise overview of how the proposing agency intends to design and conduct the work.

- a. At the top of the left corner, on separate lines, enter the agency name, the title of the project, and the name and phone number of the project contact person.
- b. Provide a summary of the various phases for the intended study, including the time frames for the major steps.
- c. Insert the abstract immediately following the proposal cover sheet.

3. **Table of Contents** (Attachment 3)

- a. Proposals must have a Table of Contents with page numbers referenced.
- b. Proposal sections must be presented in the sequence shown in Attachment 2.

4. **Agency Qualifications and Experience** (No attachment, **10 page limit excluding letters of reference**) = 40 points

Criteria

Funding preference will be given to proposals that exhibit the following qualifications and experiences:

- Demonstrate at least three years experience analyzing large marketing and public relations campaigns.
- Demonstrate at least five years experience designing environmental/observation data collection studies using rigorous scientific methods.
- Demonstrate at least five years experience with large scale and complex data collection, data management, and quality control procedures.
- Demonstrate at least two years of previous experience tracking tobacco industry advertising or promotional activities.

- Demonstrate a history of collaborating with other agencies to maximize resources and expertise while avoiding the duplication of efforts.
- Demonstrate the ability to prepare concise reports suitable for use by non-academic professionals working in public health.
- Demonstrate that proposed professional staff are qualified to conduct the scope of work as demonstrated by their training, experience, and publications.
- Demonstrate at least three years satisfactory performance with administering fiscal and programmatic management of government grant funds, including timely and accurate submission of fiscal and program documentation, subcontractor documentation, completion of deliverables, which are timely and satisfactory to the funder.

### Instructions

Answer all of the following questions as they apply to the proposing agency and major subcontractors.

### Evaluation/Analytic Capabilities

- 1) Describe the primary purpose or function of the proposer, how long the agency has been in existence, the general range of functions the agency has experience in, and how long the agency has been involved in various functions.
- 2) Describe the agency's ability and experience: (a) in analyzing marketing and public relations campaigns; (b) designing environmental/observation data collection studies using rigorous scientific methods; (c) with large scale and complex data collection, data management, and quality control procedures; (d) tracking tobacco advertising and promotional activities; (e) history of collaboration with other agencies; and (f) ability to prepare concise reports suitable for use by non-academic professionals working in public health.
- 3) Describe the agency's ability and experience in collecting data compatible with other state and national data or other products that tobacco might be compared to.
- 4) List the primary proposed professional staff, full time and part time, who will be involved in the work with descriptions of duties and qualifications. Describe relevant surveys and publications previously performed by the principal investigator/project director and/or principal investigator/project director of subcontractors.

### Administrative Capabilities

- 1) Describe the agency's history in the last two years managing contract funds. Include in the description who the funding agency was, the amount received, and how the contract(s) was managed, i.e., were the contract deliverables accomplished and provided timely, were invoices timely and accurate, and were fiscal records in good standing?

- 2) Describe the agency's internal audit history in the past two years. Describe the frequency of audits, date of last audit, and a summary of the major findings from the last audit.
- 3) Indicate if the agency has been audited by a State agency within the last two years. If yes, list: a) the name of the State agency; b) State agency contact person and telephone number; c) the year the audit was conducted; and d) the outcome of the audit. CDHS/TCS reserves the right, at its sole discretion, to follow up with the contact person by telephone to confirm the audit history.

#### Letters of Reference

The agency is to include three letters of reference and attach them immediately following the narrative Agency Qualifications and Experience. Number these letters consecutively as part of the proposal. If the agency has in the past two years, or is currently receiving funding from a local, state, or federal agency, other than CDHS/TCS, one of the references must be from one of these government agencies. No more than three letters will be accepted. CDHS/TCS reserves the right, at its sole discretion, to contact references for clarification or further information.

The letters are to be on the reference agency's letterhead and should include:

- 1) The address, telephone number, name, and title of the letter's author.
- 2) A description of the capacity in which the reference worked with the agency.
- 3) Speak to the agency's ability to conduct large scale, complex environmental data, manage the data, conduct analyses, prepare reports for a non-academic audience, and collaborate with public health agencies working in the field.
- 4) The agency's fiscal and administrative ability to manage government funds, including satisfactory performance with the submission of timely and accurate fiscal documents and evaluation reports.

5. **Narrative Project Description** (No attachment provided, **15 page maximum**) = 50 points

#### Criteria

Funding preference will be given to the agency that most closely addresses the criteria below:

- Provides time limited objectives for each of the Core Project Components (A), Section IV, 1-14 as delineated on pages 12-13.
- Proposes efficient and appropriate survey research methods that describe data collection instruments and protocols; sampling methods; sample size; data management; and data preparation.
- Proposes an analytic plan that will provide statewide results and comparisons to national trends or other products, such as alcohol where appropriate.

- Proposes regular communication with CDHS/TCS funded projects to coordinate and prevent duplication of efforts in a manner that takes advantage of electronic communication systems; existing CDHS/TCS workgroups; and teleconferences.
- Proposes a systematic method for collaborating with the Attorney's General Office and providing them documentation of probable violations of the tobacco MSA and other State tobacco control laws.
- Proposes efficient and effective methods to provide CDHS/TCS contractors technical assistance on tobacco advertising and promotions data collection methods and findings.
- Proposes timely and efficient methods to rapidly disseminate information and reports about tobacco industry practices to the field suitable for use by non-academic public health professionals.
- Proposes timely and efficient methods to deliver the data sets and technical documentation to CDHS/TCS so that it can be made available for use by CDHS/TCS and external researchers.

6. **Scope of Work** (Attachment 4 or a facsimile) = 30 points

Criteria

The Scope of Work is an outline of the Project Narrative. Funding preference will be given to the agency that most closely addresses the criteria below.

- How much will be done;
- The instruments to collect data and development of data collection instruments;
- How data will be collected;
- The locations where data will be collected;
- How many will be measured;
- How samples will be selected;
- Data management and quality assurance methods;
- The type of analyses to be done;
- Dissemination of findings;
- Collaboration methods;
- Designation of staff, subcontractors or consultants responsible for completing activities;
- Timeline for completion of major activities;

- Designation of CDHS/TCS copyright on products;
- The percentage of effort assigned to complete deliverables; and
- Describes each Core Project Component and the subactivities or requirements of each core component.

### Instructions

- 1) The Scope of Work provides the basis for contract negotiations, and along with the Budget, becomes a legally binding document. The Scope of Work is referenced in the contract and is the “road map” that provides the direction, activities, expected outcomes and deliverables of the project. The approved Scope of Work and any subsequent revision is incorporated and made part of the contract. The Scope of Work can only be changed with prior approval from CDHS/TCS.

- 2) The Cost Proposal and Justification should closely correspond to Scope of Work activities, deliverables, staffing, subcontracts, and timelines.

- 3) Header Information

The header information must be included on every page. Include your agency name and project name. The contract term is **June 1, 2001 to June 30, 2004**. The revision date is the date the Scope of Work is submitted to CDHS/TCS after any revisions are made to the document. Leave this blank for submission. Leave the contract number blank.

- 4) Column 1: Objectives/Activities

Insert the objective(s) for each of the Core Project Components. Immediately following each objective, in outline format describe the following:

- How much will be done (e.g., sample size);
- Where activities will occur (e.g., location of data collection); and
- What will be done (e.g., data collection development, data collection methods, sampling methods, management and preparation, data analyses collaboration methods, report development).

- 5) Column 2: Percent Deliverable

For each deliverable, indicate the programmatic value with a percentage that reflects staff and budget resources. This column must total 100 percent. Deliverables specified in the Scope of Work must be fully and satisfactorily performed or produced in order for the contractor to receive the maximum award negotiated with CDHS/TCS.

If at the term of the contract, CDHS/TCS determines that any activity or product was not fulfilled in its entirety, or the quality of it was unsatisfactory, CDHS/TCS will reduce the maximum amount payable to the contractor accordingly. The percentage is used to help ascertain and calculate the maximum amount the contractor should be paid at the end of the contract term.

6) Column 3: Timeline

Provide a time frame by giving a start and end date for each activity.

7) Column 4: Who is Responsible

Indicate the staff position, subcontractor, or consultant responsible for each activity. The positions must correspond to the position titles used in the Budget Justification. You may abbreviate position titles (e.g., RS for Research Scientist).

8) Column 5: Copyright

Place a copyright sign (©) next to each deliverable that is subject to copyright laws. This includes data collection instruments and protocols, educational materials and reports. Refer to: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco) for more information regarding copyright of materials produced.

7. **Cost Proposal** (Appendix B) = 20 points

**Criteria**

- Funding preference will be given to proposals that propose a budget that is cost-effective and cost competitive given the quality and quantity of activities in the Scope of Work.
- Funding preference will be given to proposals that propose personnel salaries and consultant costs that are consistent with comparable state civil service positions or provide justification that demonstrates the training, experience, publications, and other qualifications of the individual merit a higher salary and the needs of the project.
- Funding preference will be given to proposals proposing staff and a staffing pattern that is effective in terms of completing the Core Components and conducting the administrative aspects of the contract, e.g., invoicing, subcontract management, and maintaining contract documentation.
- Funding preference will be given to proposals proposing operating expenses that are appropriate and consistent with the quality and quantity of activities in the Scope of Work.
- Funding preference will be given to proposals with a Budget Justification that is consistent with the level of detail requested in the instructions.

**Instructions:**

The Cost Proposal is a listing of anticipated expenses in a Line-Item Budget format, and it is a summary from the detail provided in the Cost Proposal Justification. Use the format provided in Appendix B. Prepare one cost proposal sheet for the entire proposed contract term.

The Cost Proposal is the controlling mechanism for expenditures. Once the Cost Proposal is approved, it may be incorporated into and made a part of the contract. It is

imperative that you carefully budget the expenses involved in your project as accurately as possible.

**Cost Proposal Justification Instructions:** The following instructions for justification costs are provided to assist proposers in developing, defining, describing, and justifying the expenditures for the activities listed in the Scope of Work and cost proposal. CDHS/TCS will use your narrative Cost Proposal Justification to help evaluate your Scope of Work. This uniform format must be used for a standardized review. Please use only whole numbers, e.g., round off to the nearest whole dollar (cents are not to be used). Prepare one Cost Proposal Justification for the entire proposed contract term (See sample format Appendix C).

Carefully budget the expenses involved in your project as accurately as possible. Take into consideration fluctuations, which might occur (e.g., personnel salary increases/decreases as project intensity fluctuates).

**Cost Proposal Instructions:** The Budget is a summary of the expenses described in the Cost Proposal. It must be realistic, cost-effective, and appropriate to the proposed Scope of Work. The budget is the controlling mechanism for expenditures and the basis for approval of invoices.

Prepare one budget for each fiscal year of the contract term (fiscal years run from July 1 through June 30), which is July 1, 2001 through June 30, 2004. Only use whole numbers and round to the nearest dollar. Please refer to Appendix B for the required Budget format.

Once approved, the Budget will be incorporated into the contract.

The Budget consists of eight (8) categories. A. Personnel Costs; B. Fringe Benefits; C. Operating Expenses; D. Equipment Expenses; E. Travel/Per Diem and Training; F. Subcontractors and Consultants; G. Other Costs; and H. Indirect Expenses.

The Subcontractors and Consultants and Other Costs categories may contain several line items with associated costs. Each line item within these two categories must be itemized in the Budget Justification.

a. PERSONNEL COSTS

This category of the Cost Proposal Justification provides detail on the following: 1) Position Title, 2) Salary Range per pay period, 3) Percent of Time, 4) Brief description of duties, responsibilities, and activities to be performed by each position, and 5) Fringe Benefits.

(1) Position Title

List all position classifications or functional titles for positions, which will be charged to this contract. Management and fiscal personnel involving less than 10 percent of their time should not be included in the personnel category (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper, etc.) but should be charged to the Indirect Expenses line item. Agencies that have an established policy, which includes such positions in the Personnel Expenses category should indicate this in the Cost Proposal Justification and attach a copy of their policy to the cost proposal justification.

(2) Salary Range

Identify the actual salary range, and the frequency of pay periods (monthly, semi-monthly, biweekly, weekly, hourly) for each classification. The salary range specified should reflect how your agency actually pays its employees. Do not use annual salaries. For each position listed, whether part-time or full-time, enter the low-end and high-end of the full-time salary range for each position. Make sure the high-end of the salary allows for any anticipated salary increases for the position for the contract term (e.g., performance or merit salary adjustments), (e.g., \$2,000-2,100 per month, \$800-850 per semi-monthly pay period, \$600-750 per biweekly pay period, \$300-375 per week, \$5-7 per hour).

Pursuant to Section 1268 of the State Administrative Manual, salaries paid to project staff, shall not exceed those paid to State personnel for similar positions/classifications. (See Appendix D for a listing of comparable State Civil Service positions and salaries.)

**If any proposed salary exceeds the State personnel salaries, justify the reason and necessity for the higher rate. Any such justification will receive close review by CDHS, and must be approved in writing by CDHS. Additional information may be requested during contract negotiations. If negotiations are unsuccessful, CDHS reserves the right not to award a contract.**

(3) Percent of Time

For each position, determine and then indicate the percent of time, in whole numbers, or the total hours per pay period. For example, a full-time biweekly employee is 100 percent time, a biweekly employee who works 20 hours of a 40-hour work week is 50 percent time. For hourly employees estimate the total number of hours per pay period (allow for low and high working cycles). If the amount of time for some positions varies from month to month, enter a percent of time range (e.g., 30-40 percent time, or 10-20 hours per pay period).

In general, the percent of time should reflect an average over time, even though the employee may work more or less in a given pay period.

**AMOUNT REQUESTED:** Calculate and list the dollar amount requested for each position for the full term of the contract.

(4) Description of Duties

Provide a brief description of the duties, responsibilities and activities to be performed by each position in support of this contract.

**SUBTOTAL PERSONNEL COSTS:** Add all personnel position dollar amounts requested in support of this contract to compute the Personnel Costs.

b. FRINGE BENEFITS

Fringe benefits do not include employee leave (i.e., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training). Include employee leave in the salary paid to the employee.

List the benefits that your agency provides. Indicate the percentage rate and dollar amount requested for Fringe Benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range, e.g., 20-25 percent.

If applicable, identify the positions that do not receive benefits with an asterisk (\*).

**TOTAL PERSONNEL COSTS:** Add the Total Personnel Costs and Fringe Benefits to compute the Total Personnel Expenses for each FY in the contract term.

c. OPERATING EXPENSES

List and describe non-personnel expenses related to the project that are not chargeable to the Indirect Expenses and indicate the budgeted amount for each line item. Sample expenses are listed and defined below.

**GENERAL EXPENSES:** Include in this line item expenses for Office Supplies, Communications, Postage, Duplicating, Rent, Printing, Audit Expense, and Training.

- (1) Office Supplies: This expense is for general office supplies (e.g., pens, pencils, paper, etc.).
- (2) Communications: This expense refers to installation and any monthly charges related to the telephone system including FAX costs.
- (3) Postage: This expense is for postage of correspondence and other materials.
- (4) Duplicating: This expense is for "in-house" duplicating and reproducing. The duplicating is internal and routine, usually for small office jobs.
- (5) Printing:  
  
Include expenses for printing and reproduction, usually for larger jobs completed by outside vendors.
- (6) Space Rent/Lease: Explain the total number of square feet to be charged to this contract and the cost per square foot. Allow for any anticipated rate increases during the contract period. Multiply these figures by the number of months in the Contract period to obtain the subtotal. Square footage shall not exceed 150 sq. ft. per full-time equivalent (FTE). If the total square footage needs of the project exceed DHS standards, justify the need for the additional space.

(total square feet) X (costs per square foot) X (number of months)

Example: 300 square feet X \$1.00X12 months= \$3,600  
300 square feet X \$1.25X12 months= \$4,500  
24 months= \$8,100

(7) Training:

This expense is for any additional training needs for project staff (e.g., registration expenses and fees for meetings, conferences, workshops, etc.) in support of the Scope of Work. Indicate the number of training sessions, number of individuals, and cost per individual attending. If undetermined, state "undetermined" and an estimated total budgeted amount.

***NOTE: Do not include travel and per diem costs for training in this subcategory.***

(8) Audit Expense:

An annual single, organization-wide financial and compliance audit is required for all Contractors. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133 (for nonprofit entities) and OMB Circular A-128 (for local government entities and universities). The cost proposal amount should represent the proportionate amount of this contract in relationship to your agency's total revenue. For example, if this contract represents 10 percent of your agency's total revenue, then this contract would be responsible for no more than 10 percent of the total annual audit costs. In your justification, provide the dollar amount allocated for the audit, how you arrived at this figure, the percentage this contract represents of your agency total revenue, and identify the fiscal year in which your agency operates (i.e., July through June 30). The audit expense may be shown under the "Operating Expenses and Equipment" category or under the "Indirect Expenses". However, the audit expense plus the "Indirect Expenses" line item must not exceed 25 percent of your Total Personnel Services line item amount. Contractors choosing not to allocate funds for audit purposes must provide a written justification indicating how they intend to comply with the audit requirement.

(9) Equipment Rental

List all equipment to be rented, quantify each item, provide the monthly rental rate, number of months to be rented for each item, and give the approximate dollar amount requested.

**Total Operating Expense:** Add all operating Expense line items to compute the Total Operating Expense for each FY in the contract term.

d. EQUIPMENT EXPENSES

List all equipment (including furniture) to be purchased with funds from this contract, quantify each item and give the approximate dollar amount for each. Provide a narrative justification.

All equipment purchased with contract funds are subject to CDHS/TCS approval and all such equipment become CDHS/TCS property and must be tagged with a State decal. The only equipment that may be purchased with funds from this RFP and subsequent contract is "expendable" equipment (costing less than \$500 per unit and/or having a life expectancy of less than four years), or "sensitive" equipment (defined as "sensitive equipment" in the State Administrative Manual regardless of the dollar amount, as listed in Appendix G). Definitions and additional information regarding equipment are also in Appendix G.

CDHS/TCS discourages agencies from using contract funds to buy equipment.

e. TRAVEL AND PER DIEM

**Required CDHS/TCS Trainings/Conferences**

✓ **Project Directors' Conference/Evaluation Showcase:**

This event is typically a three-day conference for program and evaluation staff/consultants.

Budget \$1200 per person (\$1000 for travel/per diem and \$200 for registration) for a maximum of two people to attend. The \$1000 for travel/per diem includes 2-3 nights of lodging and airfare. Budget this expense in year one and three.

✓ **Evaluation Task Force Meetings:**

This annual meeting is typically a two-day meeting for contractors to discuss their findings to a group of elite evaluators that advise CDHS/TCS.

Budget \$750 per person (\$750 for travel/per diem) for a maximum of three people to attend. The \$750 for travel/per diem includes two nights of lodging and airfare.

✓ **Face-to-Face Progress Report Meetings:**

Budget for the Project Director and another project staff member to attend the 10-12 monthly face-to-face meetings.

f. SUBCONTRACTS AND CONSULTANTS

A subcontractor is an individual or organization who performs a specialized task that is directly related to providing project services. Typical services provided by a subcontractor are conducting local surveys, developing anti-tobacco use education materials, coordinating large anti-tobacco use education events, etc. The use of subcontractors must be clearly defined in the Scope of Work.

A consultant is an individual whose level or area of expertise relating to the target population extends beyond that possessed by the applicant's project staff. Typical services provided by a consultant are advice on programmatic issues such as program evaluation, group facilitation, in-service training, program design and development, etc. Consultants are to be used only for activities directly related to the tobacco education and prevention program. The use of consultants must be clearly defined in the Scope of Work.

The rate paid to a consultant should be commensurate with his/her level of training, expertise, and national recognition. Every effort should be made to negotiate the lowest possible rate.

Salaries paid to a subcontractor or consultant shall not exceed those paid to State personnel for similar positions/classifications. Refer to Appendix D, Comparable State Civil Service Classifications.

***NOTE: CDHS/TCS must review and approve any agreement costing \$5,000 or more.***

List each subcontractor and consultant and provide the budgeted amount, contract term, and description of services for each.

g. OTHER COSTS

Additional Expenses:

This line item allows for expenditures that otherwise are not listed in this sample Budget Justification. If you use line items under Additional Expenses, then list them individually and be specific (e.g., fees for renting a meeting room to conduct training or renting a booth at a health fair, etc.). All expenditures for items listed under Additional Expenses must relate to activities in the Scope of Work.

Provide justification and the amount requested for each additional line item.

**Total Direct Expenses:** Add Total Personnel Costs, Total Operating Expenses and Equipment, and Total Subcontracts to compute the Total Direct Expenses dollar amount requested.

h. INDIRECT EXPENSES

Indirect Expenses are defined as expenses not directly associated with the project's deliverables, and shall not exceed 25 percent of the Total Personnel Costs line item dollar amount. Examples of Indirect Expenses are: management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs, and any expenses related to the mandatory annual Financial and Compliance audit.

Provide a list of all Indirect Expenses charged to this grant and the dollar amount requested. **Indirect Expenses CANNOT EXCEED 25 percent of the Total Personnel Expenses (Personnel Costs plus Fringe Benefits).**

***NOTE: Costs associated with the annual Financial and Compliance Audit may either be budgeted in this line item or budgeted under Operating***

***Expenses. If audit costs are budgeted in the Audit Expense line item, the Audit Expense line item plus Indirect Expenses line item must not exceed 25 percent of the Total Personnel Costs line item dollar amount.***

**Total Expenses:** Add the Total Direct Expenses amount and the Indirect Expenses amount to compute the Total Expenses.

8. **Additional Forms**

- Drug-free Workplace Certificate (Attachment 5)
- Agency Documentation Requirements (Attachment 6)
- Certification of Non-Acceptance of Tobacco Funds (Attachment 7)
- **Proof of Non-Profit Status (No Attachment):**  
For those proposers claiming private nonprofit status, a certification from the State of California, Office of Secretary of State, or a letter from the Department of the Treasury, IRS classifying your agency as a private nonprofit must be included with the proposal.

9. **Sample Contract Language**

Please see CDHS/TCS website: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco), which provides sample language for the contract services to be provided under this RFP.

- **Copyright and Ownership of Materials**  
CDHS/TCS shall be the owner of all rights, title and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a contract funded from this RFP, whether published or unpublished. The specific language that will be incorporated into the boilerplate language of each contract funded by CDHS/TCS can be found at CHDS/TCS website: [www.dhs.ca.gov/tobacco](http://www.dhs.ca.gov/tobacco). If successful in your response to this request for proposal, you must comply with the copyright and ownership of materials language. Review "Copyright and Ownership of Materials" carefully. Changes to this language will not be negotiated at any time during the RFP process nor with a successful applicant awarded a contract under this RFP.

## VI. SUMMARY OF ITEMS TO BE INCLUDED IN THE PROPOSAL

The Items below are required to be submitted as part of the proposal. If any of the following items are omitted from the proposal, the proposal will be considered incomplete and out of compliance with this RFP and will not be reviewed. Attachments refer to these Attachments provided in this RFP.

1. Proposal Cover Sheet (**Attachment 1**)
2. Abstract (**1 page limit**)
3. Table of Contents (**Attachment 3**)
4. Agency Qualifications and Experience (**10 page limit**)
5. 3 Letters of Reference (**No Attachment**)
6. Narrative Project Description (**15 page limit**)
7. Scope of Work (**Attachment 4**)
8. Cost Proposal and Justification (**No Attachment**)
9. Proposal Attachment Section
  - \*\*Drug-free Workplace Certificate (Attachment 5)**
  - \*\*Agency Documentation Requirements (Attachment 6)**
  - \*\*Certification of Non-Acceptance of Tobacco Funds (Attachment 7)**
  - \*\* Proof of Non-Profit Status (No Attachment)**

**Note: \*\* Denotes signature required by the person authorized to bind the proposer's agency.**

## **VII. LIST OF ATTACHMENTS**

<b>ATTACHMENT 1</b>	<b>PROPOSAL COVER SHEET.....</b>	<b>31</b>
<b>ATTACHMENT 2</b>	<b>COMPONENT AND ATTACHMENT CHECKLIST.....</b>	<b>32</b>
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## PROPOSAL COVER SHEET

## Tobacco Industry Monitoring Evaluation

## 1. Agency Information:

Agency Name\_\_\_\_\_

Mailing Address\_\_\_\_\_

City\_\_\_\_\_ Zip \_\_\_\_\_ County\_\_\_\_\_

Contact Person's Name\_\_\_\_\_

Phone Number( )\_\_\_\_\_ FAX Number( )\_\_\_\_\_

E-mail \_\_\_\_\_ Federal Identification Number\_\_\_\_\_

2. Term of Contract: From 06/01/01 to 06/30/04

## 3. Cost Proposal Amount Requested for entire contract term:\_\_\_\_\_

## 4. The undersigned hereby affirms that the statements contained in the proposal package are true and complete to the best of the applicant's knowledge and accepts as a condition of a contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the agency to sign (e.g., Board of Directors, Superintendent of Schools, etc.).





Signature\_\_\_\_\_ Date\_\_\_\_\_

Agency Representative

Type Name and Title\_\_\_\_\_

**COMPONENT AND ATTACHMENT CHECKLIST**

The following attachments and components must be completed and submitted in the order shown here. Proposals, which are missing any of these attachments or components, will be considered non-compliant and will not be reviewed.

	<u>Check Mark</u>
• Original	_____
• 6 copies of the Proposal	_____
 • Proposal Cover Sheet (Attachment 1)	_____
• Proposal Checklist (Attachment 2)	_____
• Abstract (No Attachment, 1 Page Limit)	_____
• Table of Contents (Attachment 3)	_____
• Agency Qualifications and Experience (10 page limit)	_____
• Letters of Reference (3 letters, No Attachment)	_____
• Narrative Project Description (No Attachment, 15 page limit)	_____
• Scope of Work (Attachment 4, no page limit)	_____
• Cost Proposal and Justification	_____
 • Drug-Free Workplace Certification (Attachment 5)	_____
 • Agency Documentation Requirements (Attachment 6)	_____
 • Certification of Non-Acceptance of Tobacco Funds (Attachment 7)	_____
• Proof of Non-Profit Status (No Attachment)	_____

**NOTE:**  DENOTES THE DOCUMENT REQUIRES A SIGNATURE BY THE PERSON AUTHORIZED TO BIND THE APPLICANT AGENCY. READ THE DOCUMENTS AND ALLOW ENOUGH TIME TO OBTAIN THE REQUIRED SIGNATURE.

## TABLE OF CONTENTS

Proposal Cover Sheet .....	
Proposal Checklist .....	
Abstract.....	
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Letters of Reference.....	
Narrative Project Description.....	
Scope of Work .....	
Cost Proposal and Justification.....	
Proposal Attachments.....	
Drug-Free Workplace Certificate .....	
Agency Documentation Requirements .....	
Certificate of Non-acceptance of Tobacco Funds.....	
Proof of Non-Profit Status (if applicable).....	

Exhibit  
Tobacco Control Section  
Scope of Work

Contract Number:  
Agency Name:  
Project Name:

Contract Term: 6/1/01 to 6/30/04  
Revision Date:

[illegible]

---

**COMPANY/ORGANIZATION NAME**

---

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

---

**CERTIFICATION**

---

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME	
DATE EXECUTED	EXECUTED IN THE COUNTY OF
CONTRACTOR OR GRANT RECIPIENT SIGNATURE	
TITLE	
FEDERAL I.D. NUMBER	

## AGENCY DOCUMENTATION REQUIREMENTS

CDHS/TCS is required to audit all contracts within three years of completion. The documentation required for each audit typically includes, but is not limited to, the following:

### Fiscal Records

- A. General Ledger, Journals, and Charts of Accounts
- B. Cash Receipts and Disbursements Journal with Supporting Documents
- C. Vendor Invoices to Support Expenditures
- D. Program Remittance Advices from State Controller
- E. Payroll Records
- F. Travel Log
- G. Billing Records (Program Log)
- H. State and Federal Tax Withholding Records
- I. Financial Statements and Independent Auditor's of County Auditor's Report
- J. Computation of the Fringe Benefit of Fund Sources
- K. Agency-wide Budget and Listing of Fund Sources
- L. Copies of Quarterly or Monthly Claims to the State
- M. Copies of Reimbursement Warrants and Remittance Advices from the State
- N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

### Program Records

- A. Project Proposal (submitted in response to this RFP)
- B. Contract and Contract Amendments
- C. Progress Reports and the Final Report
- D. Program Audit Reports of Site Visits
- E. Project Work Plan
- F. Correspondence Regarding the Contract and/or Subcontracts
- G. Program implementation records which document the materials developed, activities conducted, etc. These records may include logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

### Other Records

- A. Board of Director's Minutes and Articles of Incorporation
- B. Nonprofit State Approval Letter (if applicable)
- C. Organization Chart (Agency wide) and Duty Statements
- D. Program Correspondence Files
- E. Other Program Audit of the Facility
- F. Personnel Policies and Procedures

I certify that the above will be available upon request by either the Program/Contract Monitor and/or Auditors.

Director of Agency:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name, typed)

Agency Financial Management Official:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name, typed)

**CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS**


---

**Company/Organization Name**
**Please check one of the following:**

☐ The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section.

☐ University/Colleges Only

The Principal Investigator of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section.

<b>CERTIFICATION</b>
----------------------

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

---

 Signature

---

 Date

---

 Print Name and Title

## VIII. LIST OF APPENDICES

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## Partial List of Tobacco Company Subsidiaries

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

**Parent Company:** Philip Morris Incorporated, Philip Morris International Inc., Kraft Foods, Inc., and Miller Brewing Company

### KRAFT Foods, Selected Brands

Coffee:	Maxwell House, Sanka, Yuban, General Foods, International Coffees, Maxim, Starbucks
Soft Drinks:	Country Time, Crystal Light, Kool-Aid, Tang, Capri Sun,
POST Cereals:	Alpha-Bits, Banana Nut Crunch, Blueberry Morning, Cranberry Almond Crunch, Frosted Shredded Wheat, Fruit & Fiber, Golden Crisp, Grape-Nuts, Grape-Nuts O's, Great Grains, Honey Bunches of Oats, Honeycomb, Honey Nut Shredded Wheat, Natural Bran Flakes, Oreo O's, Pebbles, Raisin Bran, Shredded Wheat, Shredded Wheat 'n Bran, Spoon Size Shredded Wheat, Toasties, Waffle Crisp, 100 percent Bran
Condiments & Sauces:	Kraft mayonnaise, Kraft barbecue and grilling sauces, Miracle Whip, Bull's-Eye barbecue and grilling sauces, Kraft Sauceworks cocktail, horseradish, sweet 'n sour and tartar sauces
Confectioneries:	Altoids mints, Callard & Bowser toffees, La Vosgienne, Toblerone and Tobler chocolates
Dry Desserts:	D-Zerta, Jell-O, Minute brand tapioca
Dry Grocery:	Baker's chocolate and coconut, Calumet baking powder, Oven Fry coatings, Shake 'N Bake, Sure-Jell and Certo pectins
Ethnic Foods:	Taco Bell dinner kits, salsa and meal components
Meals/Side Dishes:	Kraft macaroni & cheese, Minute rice, Stove Top stuffing mix, Stove Top Oven Classics, Velveeta shells & cheese
Salad Dressing:	Good Seasons mixes, Kraft, Seven Seas
Snacks:	Handi-Snacks, Kraft
Toppings:	Dream Whip whipped topping mix, Kraft dessert toppings, Cool Whip

**Cheese:**

Parmesan/Romano: Kraft, Kraft Free, Di Giorno

Natural: Kraft, Cracker Barrel, Harvest Moon

Processed American Cheese: Kraft Deluxe, Kraft Singles, Kraft Super Slice, Kraft Cheez Whiz, Light n' Lively, Old English, Velveeta

Cream Cheese: Philadelphia, Philly Flavors, Temp-Tee,

Other Cheeses: Athenos, Churny, Di Giorno, Hoffman's, Polly-O

Dairy Products: Breakstone's sour cream, cottage cheese and dips, Breyers yogurt, Jell-O yogurt, Knudsen sour cream and cottage cheese, Light n' Lively low-fat cottage cheese, yogurt, Sealtest cottage cheese and sour cream

Fresh Pasta and Sauces: Di Giorno

Processed Meats: Oscar Mayer hot dogs, cold cuts and bacon, Oscar Mayer Lunchables, Louis Rich turkey products (hot dogs, cold cuts and bacon), Louis Rich Carving Board sliced meats

Pickles and Sauerkraut: Claussen

Pizza: Di Giorno, Jack's, Tombstone

**KRAFT FOODS INTERNATIONAL SELECTED BRANDS**

Cheese: Dairylea, Eden, El Caserío, Invernizzi, Kraft, P'tit Québec, Philadelphia, Sottilette

Coffee: Blendy, Carte Noire, Gevalia, Grand' Mère, Jacobs Krönung, Jacobs Monarch, Jacques Vabre, Kaffee HAG, Kenco, Maxim, Maxwell House, Saimaza, Splendid

Confectioneries: Aladdin, Côte d'Or, Daim, Figaro, Freia, Hollywood, Korona, Lacta, Marabou, Milka, Poiana, Prince Polo, Suchard, Sugus, Terry's, Toblerone

Powdered Soft Drinks: Clight, Frisco, Q-Refresko, Tang

Other: Bird's custard, Estrella snacks, Kraft ketchup, Kraft peanut butter, Magic Moments pudding, Miracle Whip/Dream Whip spread, Mirácoli pasta, Simmenthal canned meats, Vegemite spread

## MILLER TRADEMARK BRANDS

Miller Lite, Miller Lite Ice, Miller Genuine Draft, Miller Genuine Draft Lite, Miller High Life, Miller High Life Light, Miller High Life Ice, Miller Beer, Sharp's non-alcohol brew, Milwaukee's Best, Milwaukee's Best Light, Milwaukee's Best Ice, Meister Bräu, Meister Bräu Light, Magnum Malt Liquor, Henry Weinhard's Private Reserve, Henry Weinhard's Dark, Henry Weinhard's Porter, Henry Weinhard's Amber Ale, Henry Weinhard's Pale Ale, Henry Weinhard's Hazelnut Stout, Henry Weinhard's Blackberry Wheat, Henry Weinhard's Hefeweizen, Henry Weinhard's Red Lager, Hamm's, Hamm's Draft, Hamm's Light, Olde English 800 Malt Liquor, Olde English 800 Ice, Mickey's Malt Liquor, Mickey's Ice, Red Dog, ICEHOUSE, Southpaw Light, ICEHOUSE Light, Leinenkugel's Original Premium, Leinenkugel's Light, Leinenkugel's Northwoods Lager, Leinenkugel's Genuine Bock (seasonal), Leinenkugel's Red Lager, Leinenkugel's Winter Lager (seasonal), Leinenkugel's Autumn Gold (seasonal), Leinenkugel's Honey Weiss, Leinenkugel's Berry Weiss (seasonal), Leinenkugel's Auburn Ale, Leinenkugel's Big Butt Doppelbock (seasonal), Leinenkugel's Maple Brown Lager, Leinenkugel's Creamy Draft (draft only), Leinenkugel's Hefeweizen (draft only), Celis White, Celis Grand Cru, Celis Pale Ale, Celis Golden, Celis Raspberry, Celis Dubbel Ale, Pale Rider Ale, Shipyard Export Ale, Goat Island Light Ale, Fuggles Pale Ale, Old Thumper Extra Special Ale, Blue Fin Stout, Longfellow Winter Ale (seasonal), Longfellow India Pale Ale (seasonal), Mystic Seaport Pale Ale, Chamberlain Pale Ale, Sirius Summer Wheat Ale (seasonal), Prelude Ale (seasonal), Molson Golden, Molson Export Ale, Molson Canadian, Molson Canadian Light, Molson Light, Molson Ice, Molson Exel non-alcohol brew, Molson Red Jack Ale, Foster's Lager, Foster's Special Bitter, Sheaf Stout, Presidente (from Cerveceria Nacional Dominicana, Santa Domingo, Dominican Republic), Shanghai (from Shanghai Foster's Brewery Co. Ltd., Shanghai, People's Republic of China)

**Parent Company:** US Tobacco

Wines: Chateau Ste. Michelle, Columbia Crest, Domaine Ste. Michelle, Villa Mt. Eden, Conn Creek, Colour Volant

Beer: Bert Grant's Ale

**APPENDIX B  
BUDGET SAMPLE**

**Contract: TIME**  
**Contract Number: 01-102**  
**Term: 06/01/01-06/30/04**

	PAY Period	Type	Number of Pay Periods / Year	Salary Range	%of Time Hours	Year 1 6/1/01 - 6/30/01	Year 2 7/1/01 - 6/30/02	Year 3 7/1/01 - 6/30/03	Year 4 7/1/01 - 6/30/04	TOTAL BUDGET
<b>A. PERSONNEL</b>										
1. Project Director	S		24	1,400 - \$1,600	20%	\$ 1,200	\$ 14,400	\$ 14,400	\$ 14,400	\$ 44,400
2. Health Educator	S		24	\$1,250 - \$1,450	80%	\$ 4,320	\$ 51,840	\$ 51,840	\$ 51,840	\$ 159,840
3. Media Coordinator	S		12	\$1,300 - \$1,500	40%	\$ 1,120	\$ 13,440	\$ 13,440	\$ 13,440	\$ 41,440
4. Clerical Assistant	H		24	\$ 10 - \$ 20	30-40	\$ 2,100	\$ 25,200	\$ 25,200	\$ 25,200	\$ 77,700
<b>Total Salary</b>						<b>\$ 8,740</b>	<b>\$ 104,880</b>	<b>\$ 104,880</b>	<b>\$ 104,880</b>	<b>\$ 323,380</b>
<b>B. FRINGE BENEFITS @X% - XX% of Total Salary</b>										
<b>Total PersonnelL (Salary+Fringe)</b>						<b>\$ 11,362</b>	<b>\$ 136,344</b>	<b>\$ 136,344</b>	<b>\$ 136,344</b>	<b>\$ 420,394</b>
<b>C. OPERATING EXPENSES</b>										
						<b>\$ 21,300</b>	<b>\$ 98,000</b>	<b>\$ 100,900</b>	<b>\$ 101,500</b>	<b>\$ 321,700</b>
<b>D. EQUIPMENT EXPENSES</b>										
						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>E. TRAVEL/PER DIEM &amp; TRAINING</b>										
						<b>\$ 1,000</b>	<b>\$ 21,000</b>	<b>\$ 25,000</b>	<b>\$ 25,650</b>	<b>\$ 72,650</b>
<b>F. SUBCONTRACTS and CONSULTANTS</b>										
1. Survey Specialists						\$ -	\$ 1,500	\$ 1,500	\$ 6,000	\$ 9,000
2. ABC						\$ -	\$ 7,500	\$ 7,500	\$ -	\$ 15,000
3. Acme Co.						\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,600
4. Joe's Consulting						\$ -	\$ 10,000	\$ 12,000	\$ 14,000	\$ 36,000
<b>Total Subcontracts and Consultants</b>						<b>\$ -</b>	<b>\$ 20,200</b>	<b>\$ 22,200</b>	<b>\$ 21,200</b>	<b>\$ 63,600</b>
<b>G. OTHER</b>										
						<b>\$ 500</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 15,500</b>
<b>H. INDIRECT EXPENSES @25% OF Total Personnel Costs</b>										
						<b>\$ 2,841</b>	<b>\$ 34,086</b>	<b>\$ 34,086</b>	<b>\$ 34,086</b>	<b>\$ 105,099</b>
<b>TOTAL</b>						<b>\$ 37,003</b>	<b>\$ 314,630</b>	<b>\$ 323,530</b>	<b>\$ 323,780</b>	<b>\$ 998,943</b>

**COST PROPOSAL JUSTIFICATION**

**ABC COMMUNITY SERVICES, INC.  
BUDGET JUSTIFICATION  
JUNE 1, 2001-JUNE 30, 2004**

	<u>AMOUNT REQUESTED</u>			
	<u>FY 00/01</u>	<u>FY 01/02</u>	<u>FY 02/03</u>	<i>Total for Grant Term</i>
<b>A. PERSONNEL SALARIES</b>				
1. Project Director (\$1,400-\$1,600 paid semi-monthly) x (100 percent) x (24 pay periods/per year)\$ 33,600	\$ 36,000	\$ 38,400	\$ 108,000	\$182,400
Project Director for tobacco control program. Responsibilities include overall planning, supervision, development, training, report writing, fiscal & general coordination of the project. Monitors the project budget, maintains liaison with CDHS/TCS Health Education Consultant/Health Program Advisor and Contract Manager. Approves budget, invoices, staff changes, ensures timely progress on contract obligations, and other duties as required. Devotes 10 percent of his/her time to oversee the implementation of the evaluation and work with the evaluation consultant.				
2. Health Educator (\$1,250- \$1,450 paid semi-monthly) x (80-100 percent) x (20 pay periods/per year)	\$20,000	\$ 24,300	\$ 29,000	\$ 73,300
Under supervision of the Project Director, responsible for coordinating the tobacco program's media activities, promotional events, trainings, newsletter, and other duties as required. Devotes 5 percent of his/her time to implement evaluation activities.				

## COMPARABLE STATE CIVIL SERVICES POSITIONS

State Classification Title	Comparable Title	Comparable Monthly Salary **
Health Education Consultant Specialist III	Project Director	\$4,220-\$5,274
Health Education Consultant II	Assistant Project Director	\$3,994-\$4,993
Health Education Consultant I	Health Education Assistant	\$3,193-\$3,980
Administrative Assistant I	Program Coordinator/Assistant	\$3,130-\$3,805
Office Services Supervisor II	Office Manager	\$2,527-\$3,072
Management Services Technician	Community Health Worker	\$2,135-\$2,596
Research Scientist II	Statistician or Epidemiologist	\$4,724-\$5,699
Research Scientist I	Statistician or Epidemiologist	\$4,301-\$5,189
Associate Governmental Program Analyst	Research Analyst II	\$3,764-\$4,576
Staff Services Analyst	Research Analyst I	\$2,411-\$2,932
Research Writer	Research Analyst I	\$3,915-\$4,759
Student Assistant	Community Outreach Worker	\$1,456-\$1,814

Department of Health Services  
**Travel Reimbursement Information**  
**Effective November 2, 1999**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.

- a. Reimbursement shall be at the rates established for similar state employees.
- b. Short Term Travel is defined as more than 24-hours, but less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever contract leaves his or her home or headquarters. "Headquarters" is defined as the place where contracted personnel spend the largest portion of their working time and return to upon the completion of special assignments.
- c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this bulletin to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging:

- a. Statewide Rate (with receipts): Actual cost up to \$84.00 plus tax.
- b. Effective November 2, 1999 through June 30, 2000, when required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and Central and Western Los Angeles reimbursement will be for actual receipted lodging to a maximum of \$110 plus applicable taxes. Central and Western Los Angeles is the territory bordered by Sunset Boulevard on the north, the Pacific Ocean on the west, Imperial Blvd/Freeway 105 on the south and Freeways 110, 10, and 101 on the east. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood. Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

(2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Breakfast	\$6.00	Dinner	\$18.00
Lunch	\$10.00	Incidentals	\$6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.

- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
  - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
  3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
  4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
  5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
  6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

### TRAVEL REIMBURSEMENT GUIDE

IF LENGTH OF TRAVEL IS	IF THIS CONDITION EXISTS	CONTRACTOR MAY CLAIM
Less than 24 hours	Travel begins at or before 6:00 a.m. and ends at or after 9:00 a.m.  <i>Example: A contractor may claim breakfast if, during a period of travel, he or she begins their travel at 5:30 a.m. and ends their travel at 9:30 a.m.</i>	Breakfast
Less than 24 hours	Travel begins at or before 4:00 p.m. and ends at or after 7:00 p.m.  <i>Example: A contractor may claim dinner if, during a period of travel, he or she begins their travel at 3:30 p.m. and ends their travel at 7:30 p.m.</i>	Dinner
Less than 24 hours	Lunch or incidentals may <b>not</b> be claimed on a trip of less than 24 hours	
24 Hours	A contractor is on travel status for a full 24 hour period (determined begin and end times).	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Return at or after 8:00 a.m.  <i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 8:00 a.m., a breakfast allowance may be claimed.</i>	Breakfast
Last fractional part of more than 24 hours.	Return at or after 2:00 p.m.  <i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 2:00 p.m., a lunch allowance may be claimed.</i>	Lunch
Last fractional part of more than 24 hours.	Return at or after 7:00 p.m.  <i>Example: If a contractor returns the last day of a trip of more than 24 hours at or after 7:00 p.m., a dinner allowance may be claimed.</i>	Dinner

## SUBCONTRACT/CONSULTANT CRITERIA

The following is to clarify Tobacco Control Section (TCS) policy relative to Subcontract/Consultant agreements. TCS has established a Program Letter (Subcontract Requirements) detailing that policy, which will be provided to those applicants receiving grant awards or contracts.

### A. SUBCONTRACT CRITERIA

The following provides general information and outlines the type of information needed to assist TCS in review of subcontracts/consultant agreements:

1. A subcontract refers to costs associated with a subcontractor to do a specialized task that is directly related to providing project services.
2. A subcontract must be developed for all subcontract services exceeding \$5,000 for any product or deliverable for the project.
3. If the subcontract fees exceed \$5,000 prior approval in writing by CDHS/TCS will be required before the subcontractor will be reimbursed for any services. The Contractor is to provide:
  - a. The subcontract agreement to TCS for approval prior to finalization of the agreement(s) and prior to signing by both parties. The subcontract Scope of Work and budget are to be attached.
  - b. An explanation of the bid process. For example, provide three competitive fee quotations or adequately justify the absence of bidding and providing a statement why the subcontractor was selected.
4. The Contractor is responsible for all requirements under the contract even if the requirements are carried out by a subcontractor.
5. Notify TCS immediately of **termination** of any subcontracts(s) that exceed \$5,000.

### B. CONSULTANT AGREEMENT CRITERIA

1. Consultants paid under TCS contracts are to be used only for activities directly related to the tobacco use prevention education program. A consultant is an individual whose level or area of expertise relating to the target population extends beyond that possessed by project staff. The typical services provided by a consultant are advice on programmatic issues, e.g., group facilitation, in-service training, program design and development, etc. The use of consultants must be clearly defined in the Scope of Work.
2. Consultant fees should not exceed \$350 per eight (8) hour day (\$43.75 per hour). The negotiated fee is to be complete compensation. Travel and per diem expenses incurred by the consultant shall be paid out of the prime Contractor line item.

3. At no time should a consultant's fee exceed the fee of a comparable State civil service classification, inclusive of all costs, but excluding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise and national recognition. Every effort should be made to negotiate the lowest possible cost.
4. If consultant fees exceed \$350 per eight (8) hour day, **prior approval in writing by CDHS/TCS will be required before the Contractor will be reimbursed for any consultant services.** The request for authorization must include:
  - a. All the particulars necessary to justify the necessity or desirability and the reasonableness of the cost.
  - b. An explanation of the bid process. For example, provide three competitive fee quotations or adequately justify the absence of bidding and providing a statement why the consultant was selected.

C. SUBCONTRACT/CONSULTANT AGREEMENT STANDARD LANGUAGE

The Subcontract/Consultant contract language must include, but is not limited to the following:

1. The execution date of the subcontract, legal name of both parties, and the prime contract number.
2. The time period (starting date and ending date) for performance of activities. The subcontract time period must be **WITHIN** the prime Contractor's term.
3. The total amount paid to the subcontractor. Amount must correspond to the dollar amount provided in the budget and budget justification. All reimbursements for services must be necessary and reasonable.
4. The subcontractor's Scope of Work. Includes a complete description of the measurable work or service to be performed/provided or product(s) to be delivered. Time period(s) for work completion and deliverables should be compatible with prime Contractor's time periods.
5. The method of reimbursement (monthly or quarterly in arrears, lump sum at completion of work, etc.).
6. A provision stating: "The subcontractor/consultant agrees to comply with all terms and conditions of the (name of prime Contractor) award with the State of California, Tobacco Control Section, Contract # \_\_\_\_-\_\_\_\_\_, specifically including, but not limited to Paragraph 15, Copyright and Ownership of Materials, Exhibit \_\_\_\_, Terms and Conditions; Exhibit \_\_\_\_, "Additional Provisions"; and all other exhibits and addenda to this contract and all other applicable state laws.

7. A provision stating: "The subcontractor shall acknowledge the financial support of CDHS/TCS funds whenever any findings, data, and materials developed pursuant to this contract award are used in any publications and/or whenever the Contractor creates a product (e.g., conference brochure, a film, videotape, manual, book, pamphlet, etc.) during the course of this contract, in the following manner: "*This \_\_\_\_\_ was made possible by funds received from the Tobacco Tax Health Protection Act of 1988--Proposition 99, under Contract Number (\_\_\_\_-\_\_\_\_) with the California Department of Health Services, Tobacco Control Section.*" unless granted exemption from CDHS/TCS."
8. A provision stating: "The subcontractor grants the State of California copyright interest in any Works created, produced, developed or delivered under the agreement and ownership of any works not fixed in any tangible medium of expression and agrees to assign those rights to the State."
9. A provision stating: "The subcontractor agrees to maintain and preserve, until three years after termination of prime Contractor's agreement or contract with CDHS/TCS of California, and to permit CDHS/TCS or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records of the Subcontractor related to this subcontract."
10. A statement that travel reimbursement shall be reimbursed at the rate established by the Department of Personnel Administration.

## EXPENDABLE AND SENSITIVE EQUIPMENT

### Expendable Equipment

Expendable equipment is defined as equipment costing less than \$500 per unit and/or has a life expectancy of less than four years.

This equipment will be issued state identification blank tags and will be controlled by TCS using the manufacturer's serial number and the equipment's description.

Expendable equipment includes, but is not limited to, the following:

All Office Furniture (desks, chairs, tables, bookcases, credenzas, storage cabinets, file cabinets, partitions, computer work stations, etc.)

Typewriters

Calculators

Cameras

Projectors

Answering Machines

### Sensitive Equipment

This equipment is defined sensitive equipment per the State Administrative Manual regardless of the dollar amount. The equipment will be issued numbered state identification (ID) tags and will be controlled by TCS using the state ID tag.

Computer Component

Computer Component CPU

Computer Monochrome Monitor

Computer Color Printer

Computer Printer

Computer Tape Unit

Computer MSV Storage

Computer Disc Drive

Computer Terminal Reader

Computer Terminal Printer

Computer Terminal Data Set

Computer Power Supply

Computer Power Supply Relay Unit

Computer System

Computer Modem

Computer Wang System

Computer Console

Computer Other

Copier, all types

Plotter

Television

Video Cassette Recorder Player

Video Tape Recorder

Video Color Monitor

Scanner, all types (this includes Bar Code Reader)

Mailing Machine, all types (this includes Postage Scale)

Facsimile (FAX) Machine all types

**CALIFORNIA DEPARTMENT OF HEALTH SERVICES  
TOBACCO CONTROL SECTION  
POLICY ON LOBBYING**

Advocating for wise policies aimed at protecting the health of the public is an essential and historically recognized role of public health. The California Department of Health Services, Tobacco Control Section (TCS) engages in and funds policy and advocacy activities, which are legitimate tools of health education, health promotion, and public health. These activities include advocating for policies aimed at changing community norms regarding tobacco use and exposure to environmental tobacco smoke.

Tobacco control programs do not and may not use Proposition 99 funds to support lobbying activities. Lobbying is the attempt to influence the outcome of a ballot measure or legislation by calling upon or urging a member of a legislation body or the public to vote yes or no on a specific measure or specific piece of legislation.

**PROHIBITED USE OF STATE FUNDS FOR UNION ORGANIZING**

Pursuant to Government Code Section 16645, Contractor shall insure that state funds provided under this agreement are not used to assist, promote, or deter union organizing.

**TOBACCO CONTROL SECTION RESOURCE LIST**

The resources listed below are available from CDHS/TCS. As references, they can be helpful in the preparation of your proposal.

**AVAILABLE MATERIALS FOR REVIEW ON CDHS/TCS WEBSITE**

- 1) California Tobacco Control Update. Presented by the 11<sup>th</sup> World Congress on Tobacco or Health. 2000  
<http://www.dhs.ca.gov/tobacco.html>
- 2) Model for Change: The California Experience in Tobacco Control. 1998.  
<http://www.dhs.ca.gov/tobacco/documents/modelforchange.pdf>
- 3) Tobacco Control in California: Who's Winning the War? 1998.  
<http://www.dhs.ca.gov/tobacco/documents/CTS96FinalReport.PDF>
- 4) Independent Evaluation of the California Tobacco Control Prevention & Education Program: Wave 1 Data, 1996-1997. 1998.  
<http://www.dhs.ca.gov/tobacco/documents/TCSFinal798Gallup.pdf>
- 5) Tobacco Education and Research Oversight Committee (TEROC) January 2000 Report – Toward a Tobacco Free California: Strategies for the 21<sup>st</sup> Century 2000-2003. 2000.  
<http://www.dhs.ca.gov/tobacco/documents/TEROCReport99.pdf>



# State of California

**Bill Jones**

**Secretary of State**

P.O. Box 944230  
Sacramento, CA 94244-2300  
(916) 657-3537

Appendix K Page 1 of 2

## STATEMENT BY DOMESTIC NONPROFIT CORPORATION

THIS STATEMENT MUST BE FILED WITH THE  
CALIFORNIA SECRETARY OF STATE (SECTION 6210, 8210, 9660 CORPORATIONS CODE)

**A \$10 FILING FEE MUST ACCOMPANY THIS STATEMENT**

1.

DO NOT ALTER PREPRINTED NAME: IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

DO NOT MARK IN THIS SPACE

**PLEASE READ INSTRUCTIONS ON BACK OF FORM.**

**PLEASE TYPE OR USE BLACK INK WHICH WILL BE SUITABLE FOR MICROFILMING.**

**THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT**

2. STREET ADDRESS OF PRINCIPAL OFFICE (IF NONE, COMPLETE 3-3B)	SUITE OR ROOM	2A. CITY AND STATE	2B. ZIP CODE
(DO NOT USE P.O. BOX NO.)			
3. MAILING ADDRESS	SUITE OR ROOM	3A. CITY AND STATE	3B. ZIP CODE

### THE NAMES OF THE FOLLOWING OFFICERS ARE:

4. CHIEF EXECUTIVE OFFICER	4A. STREET ADDRESS (SEE REVERSE SIDE)	4B. CITY AND STATE	4C. ZIP CODE
5. SECRETARY	5A. STREET ADDRESS (SEE REVERSE SIDE)	5B. CITY AND STATE	5C. ZIP CODE
6. CHIEF FINANCIAL OFFICER	6A. STREET ADDRESS (SEE REVERSE SIDE)	6B. CITY AND STATE	6C. ZIP CODE

**DESIGNATED AGENT FOR SERVICE OF PROCESS:** (ONE AGENT IS REQUIRED BY CALIFORNIA STATUTORY PROVISION.  
PLEASE READ ITEMS 7 AND 8 ON REVERSE SIDE OF FORM.)

7. NAME

8. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION

### COMMON INTEREST DEVELOPMENT ASSOCIATION SECTION 1350, ET SEQ., CIVIL CODE

9. ☐ THIS CORPORATION **IS NOT** AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (IF THIS BOX IS CHECKED, PROCEED TO NUMBER 11.)

10. ☐ THIS CORPORATION **IS** AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS STIRLING COMMON INTEREST DEVELOPMENT ACT. (IF THIS BOX IS CHECKED, COMPLETE 10A AND 10B)

10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING ZIP CODE

10B. NAME AND ADDRESS OF THE MANAGING AGENT

11. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

DATE

TITLE

TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT

SIGNATURE

## INSTRUCTIONS FOR COMPLETING STATEMENT BY DOMESTIC NONPROFIT CORPORATION

- FILING PERIOD:** All Nonprofit Corporations must file within 90 days after filing articles of incorporation. Thereafter, corporations must file annually by the end of the calendar month of the anniversary date of its incorporation, and when the agent for service of process or his/her address is changed.
- FILING FEE:** All Nonprofit Corporations must submit a ten dollar (\$10.00) filing fee with this statement. (Section 12210(B) Government Code.) Check or money order should be made payable to Secretary of State. PLEASE DO NOT SEND CASH.
- ITEMS 2—2B:** The address to be entered is the STREET address of the corporation's principal office. Enter room or suite number and ZIP code. Do not use post office box number.
- ITEMS 3—3B:** The address to be entered is the MAILING ADDRESS for the corporation.
- ITEMS 4—6C:** Complete by entering the names and complete business or residence addresses of the corporation's chief executive officer (i.e., president, chairperson or other title), secretary, and chief financial officer (i.e., treasurer, chairperson or other title). No list of additional officers should be submitted. Do not use post office numbers.
- ITEM 7:** Sections 6210 and 8210 of the Corporations Code make it mandatory that domestic Nonprofit Corporations designate an agent for service of process. An agent for service of process is one who may accept papers in case of a lawsuit against the corporation. The agent may be an individual who is an officer or director of the corporation, or any other person. The person named as agent must be a resident of California. Only one individual may be named as agent for service of process. Or, the agent may be another corporation. However, a corporation named as agent for service of process for another corporation must have on file in this office, a certificate pursuant to Section 1505, Corporations Code. The certificate is required ONLY if a corporation is named as agent for service of process for other corporations. A CORPORATION CANNOT BE NAMED AS AGENT FOR SERVICE OF PROCESS FOR ITSELF. (For example, ABC Corporation cannot name ABC Corporation as its agent for service of process.)
- ITEM 8:** If the agent is a person, enter name and complete business or residence address. If agent is another corporation, enter name of corporation only, and do not complete address portion. Only one agent for service of process is to be named.
- ITEMS 9—10B:** Section 1350, et seq., Civil Code mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to Section 1502, California Corporations Code. If the corporation was not formed to manage a common interest development the box in Item 9 is to be marked and Items 10 - 10B are to remain blank. If the corporation was formed to manage a common interest development then the box in Item 10 is to be marked. Item 10A is to be completed with the address of the business or corporate office unless the office is off-site, then Item 10 is to be completed with the nine-digit ZIP code, front street, and nearest cross street for the physical location of the common interest development. Item 10B is to be completed with the name and address of the association's managing agent (Section 1363.1, Civil Code), if any.
- ITEM 11:** Printed name and signature of corporate officer or agent are required to complete the form. Enter title and date signed.
- (NOTE) ITEM 1:** Do not alter the preprinted corporate name. If corporation name is not correct, please attach note of explanation. If space is blank enter exact corporate name and number, do not include your DBA name.
- FAILURE TO FILE THIS FORM BY THE DUE DATE IN ITEM 1 WILL RESULT IN THE ASSESSMENT OF A \$50.00 PENALTY. (Sections 6810, 8810, Corporations Code, and Section 25936, Revenue and Taxation Code.)
- NOTE:** Your canceled check is your receipt of filing. We suggest that you make a copy of this form before mailing, if you wish one for you files.

## DEPARTMENT OF THE TREASURY

Date:

None

Letter 1045 (DO/CG)

## APPENDIX L - SAMPLE

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

APPENDIX L - SAMPLE

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

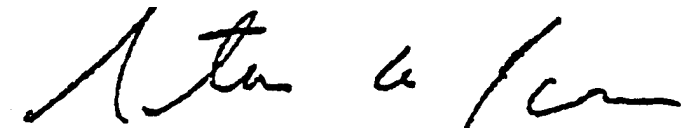
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "A. L. ...", is written over the signature line.

District Director

## **APPENDIX M GLOSSARY OF TERMS**

<b>A&amp;I</b>	Audits and Investigations
<b>AB</b>	Assembly Bill
<b>Admin Asst</b>	Administrative Assistant
<b>CDHS/TCS</b>	California Department of Health Services, Tobacco Control Section
<b>DAEU</b>	Data Analysis and Evaluation Unit
<b>DHS</b>	Department of Health Services
<b>DPA</b>	Department of Personnel Administration
<b>EFF</b>	Effective
<b>FTE</b>	Full-Time Equivalent
<b>FY</b>	Fiscal Year
<b>H</b>	Hourly
<b>H&amp;S</b>	Health & Safety
<b>HRS</b>	Hours
<b>LLA</b>	Local Led Agency
<b>MSA</b>	Master Settlement Agreement
<b>NTE</b>	Not to Exceed
<b>OLS</b>	Office of Legal Services
<b>OMB</b>	Federal Office of Management and Budget
<b>PARTNERS</b>	Policy Advocacy Resources Tobacco Network Education Response System (TCS Communications Network)
<b>PL</b>	Program Letter
<b>PP</b>	Pay Period
<b>PR</b>	Public Relations
<b>Proj Dir</b>	Project Director
<b>RFP</b>	Request for Application
<b>SB</b>	Senate Bill
<b>SMART</b>	Sponsorship Mission: Avoid Reliance On Tobacco (Money)
<b>SOW</b>	Scope of Work
<b>TCS</b>	Tobacco Control Section
<b>STAKE Act</b>	Stop Tobacco Access to Kids Enforcement Act